

TABLE OF CONTENTS

Page

Section A – Background	3
-------------------------------------	---

Section B – General Provisions

1. Purpose and Description of Services	4
2. Scope of Work.....	4
3. Instructions for Submission of Bid	7
4. Description of Experience	9
5. Reference Information.....	10
6. Evaluation Process	11
7. Contract Award Process.....	12
8. Protest Procedures	12
9. Award Process	12
10. Disposition of Bids.....	13
11. Preference Program.....	13
12. Bid Requirements.....	14
13. Evaluation Criteria	16

Section C – Standard Conditions

1. Proposal Modification	18
2. Authorized Signatures	18
3. Disqualification of Proposals.....	18
4. Confidentiality of Proposals	18
5. Contract Acceptance	19
6. Costs	19
7. Award of Contract.....	19
8. Budget Cap	19

Section D – Attachments

1.	Attachment 1 , Required Attachment Checklist.....	20
2.	Attachment 2 , Bid/Bidder Certification Sheet	21
3.	Attachment 3 , Cost Proposal	24
4.	Attachment 4 , Training Completed.....	25
5.	Attachment 5 , Mediations Conducted	26
6.	Attachment 6 , Description of Experience Narrative.....	27
7.	Attachment 7 , References	28
8.	Attachment 8 , Geographical Survey	30
9.	Attachment 9 , Sample of Proposed Standard Agreement	31
10.	Attachment 10 , STD CCC-103.....	40
11.	Attachment 11 , Payee Data Record (Std.204).....	Not Attached

SECTION A

BACKGROUND

Housing discrimination is illegal in California. Persons renting, leasing or buying homes are protected against discrimination because of their race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, source of income, mental or physical disability, medical condition, age, or familial status. Discrimination for other arbitrary reasons such as political affiliation is also prohibited.

Housing discrimination can take many forms:

- Advertising which excludes renters or buyers because of their race, religion or because they have children
- Sexual harassment of tenants
- Different rules for children using common areas, such as pools
- Steering homeseekers to certain areas based on their race, religion or other protected characteristic
- Refusal to rent or sell based on buyer's race, religion or national origin
- Different rent or mortgage interest rates based on applicant's race, gender or other protected category
- Refusal to rent to a person who uses a wheelchair because it would be "inconvenient"
- Repairs made for tenants of one race or nationality, but not for others
- Zoning or other acts which prevent the development of housing because people with special needs would live there

The California Department of Fair Employment and Housing (DFEH) is statutorily mandated to enforce the State's anti-discrimination laws—the Fair Employment and Housing Act (FEHA), the Unruh Civil Rights Act and the Ralph Civil Rights Act (Gov. Code, § 12990, et seq., Civ. Code, §§ 51 and 51.7).

The DFEH mission is to “protect the people of California from unlawful discrimination in employment, housing and public accommodations, and from the perpetration of acts of hate violence.” This is accomplished by receiving, investigating, conciliating and litigating discrimination complaints. It is also achieved by educating employers, business establishments, and housing providers about their responsibilities under the law.

In May of 2001, the Department successfully implemented a Pilot Mediation Program for employment-related discrimination cases using professional mediators under contract with the Department. Based on the success of that mediation program, DFEH has received funding from the U.S. Department of Housing and Urban Development (HUD) to implement a similar Housing Mediation Program. This HUD funding is limited to the 2003 federal fiscal year. The federal fiscal year ends September 30, 2003. The new Housing Mediation Program brings to the housing unit the ability to resolve complaints to the satisfaction of both parties without a lengthy investigation.

SECTION B
GENERAL PROVISIONS

Mediation

Mediation is a flexible, non-binding, confidential process in which a neutral person (the mediator) facilitates settlement negotiations. The mediator improves communication across party lines, helps parties articulate their interests and understand those of their opponent, probes the strengths and weaknesses of each party's positions, identifies areas of agreement and helps generate options for a mutually agreeable resolution to the dispute. The mediator generally does not give an overall evaluation of the case. A hallmark of mediation is its capacity to expand traditional settlement discussion, broaden resolution options, often by exploring litigant needs, and interests that may be formally independent of the legal issues in controversy.

B-1 Purpose and Description of Services

This RFP is to select mediators for the regions specified. The selected mediators shall provide mediation services to DFEH as part of its Housing Mediation Program specifically in the areas identified. **Mediators whose bids are accepted under this RFP will not receive any reimbursement for travel or per diem costs.**

The program is designed to assist complainants and housing providers in formally resolving complaints of discriminatory conduct filed with DFEH. Mediators in the program are to engage in “**Facilitative Mediation**” to assist the parties in determining an acceptable resolution of the case. Mediators **do not and will not** have decision-making authority regarding the outcome of mediations. The program is not designed to be an evaluative process whereby the mediator imposes his or her valuation of the strengths or weaknesses of any particular argument or value proposed outcomes. The charges may involve violations of the Fair Employment and Housing Act, the Unruh Civil Rights Act and the Ralph Civil Rights Act as well as interrelated issues, complex fact patterns, zoning and land use discrimination, predatory lending, large or small housing providers.

B-2 Scope of Work

Mediators will attempt to resolve housing disputes filed with DFEH. The Housing Mediation Program Provider (HMPP) will be required to perform the following tasks:

Convening. Upon receipt of a complaint, the HMPP is required to contact the complainant and respondent and/or their representatives to provide an overview of the Housing Mediation Program, explain the benefits of mediation and solicit the parties' participation in the Housing Mediation Program.

Pre-Mediation (case development). Upon obtaining the parties' agreement to participate, the HMPP is required to contact all prospective participants, including parties and representatives, to determine such matters as scope of mediation, whether all necessary parties have been identified, and to answer any question of parties.

Mediation Set-Up. In coordination with the DFEH Mediation Administrator, the HMPP will ensure that a date and time are established and arrangements are made for the mediation site. The HMPP shall assume all mediator travel costs. There shall be no separate reimbursement of travel costs.

Mediation. HMPP will act as mediator in mediations that vary in types of issues. Mediations may be between two or more parties. Mediations may involve disputes between tenants and housing providers, cities, which have generally arisen in the context of a discrimination complaint. The mediator shall comply with the Model Standards of Conduct for Mediators as adopted by the Society of Professionals in Dispute Resolution, the American Arbitration Association and certain sections of the American Bar Association.

Mediation Sessions. The HMPP will attempt to conduct the mediation session within a four-hour time frame. Mediations may consist of multiple sessions. Under certain circumstances, additional hours for extended sessions may be granted upon approval by the Mediation Administrator.

The mediation is to be conducted based on the facilitative model. The parties are to design a desired resolution of the case with the HMPP providing the environment and structure to bring the parties to resolution. The HMPP shall assist the parties in articulating their views, identify areas of agreement, and help to develop solutions to the issues before the HMPP. The HMPP will utilize impasse-breaking techniques to facilitate a settlement by the parties.

Interpreter Services. In the event the mediator believes an interpreter is necessary to facilitate the mediation, the HMPP will make such a request through the Mediation Administrator.

Reasonable Accommodation Requests. In the event reasonable accommodation is requested by a party, the HMPP will accommodate the request.

Location/Caseloads: It has been determined that there is a need for mediators in six regions of California: Northern, Capitol, Central, Silicon Valley, Southern, and Southern Border. DFEH will award contracts to mediators to provide services in these areas.

Availability. The HMPP must be able to commence case development within 48 hours of a receipt of a discrimination complaint referred by the DFEH Mediation Administrator and be able to participate in a mediation within 21 days of that referral.

Mediation Timelines. Due to statutory timelines, the HMPP will have 30 business days to complete each assigned mediation.

Written Settlement Agreement. When a full or partial agreement is reached on the issues, the HMPP will assist the parties in developing a written settlement agreement and obtain the necessary signatures on the document. The HMPP will provide a laptop computer and portable printer for this purpose to be used at the mediation. The HMPP will provide copies of the settlement agreement to the parties. The HMPP will submit the original settlement agreement to DFEH within five (5) days of the settlement. Information concerning the mediation shall be confidential. The mediator shall notify the parties of the mediation that the content of the mediation shall not be disclosed.

Orientation. HMPP will participate in the DFEH orientation that will include a refresher course on federal and state fair housing laws, DFEH policies and procedures, standard of conduct for mediators, and preparation of settlement agreements.

Mediation Follow-up. The HMPP shall complete a case status sheet at the conclusion of the mediation. This status sheet shall include the results of the mediation in general terms so as not to violate confidentiality. The completed status sheet shall be provided to DFEH within five (5) days after the mediation has concluded. The status sheet is to be provided whether the mediation results in a settlement or impasse.

Evaluation. Parties to the mediation will be requested to evaluate the effectiveness of the mediation process. The mediator will be required to provide a copy of a DFEH-developed evaluation form and an envelope to the parties. The parties will be requested to complete the evaluation at the conclusion of the mediation session(s), place it in the envelope provided and seal the envelope. The mediator is required to forward the sealed envelope to DFEH along with all other required forms. All data collected are the property of DFEH.

State Support. The DFEH must ensure that mediations are conducted in accordance with State law governing mediation. The DFEH will:

- Assist in scheduling and notifying parties involved with the mediation.
- Provide technical guidance in the interpretation of the FEHA, Unruh Civil Rights Act, and Ralph Civil Rights Act.

Confidentiality. Contracting HMPP will be expected to abide by the laws governing confidentiality of mediation services pursuant to the applicable provisions of the Evidence Code. All communications, records, and data generated are the exclusive property of DFEH. Contracting HMPP will release no confidential information to third parties except when consistent with the Evidence Code of the State of California.

Nothing precludes the DFEH from disclosing any public records that it may be legally obligated to disclose, including the disclosure of statistical data to HUD.

B-3 Instructions for Submission of Bid

1. All prospective bids/protests/requests for additional information must be submitted as follows:

The proposal delivery address for:

U.S. Postal Service Deliveries/Hand Deliveries
UPS, Express Mail, Federal Express

Department of Fair Employment and Housing
2014 T Street, Suite 210
Sacramento, California 95814
Attn: Karen Gilbert

NOTE: If sending by special delivery, the proposal package should be separately sealed before placing it in the delivery package.

2. Proposals should include clear, precise descriptions of the bidder's ability to satisfy the requirements of this RFP. Proposals must be complete and accurate. Omissions, inaccuracies or misstatements will be sufficient cause for rejection of any proposal.
3. Proposals may be rejected if they show any alterations of form, additions not called for, conditional proposals, incomplete proposals, or erasures or irregularities of any kind. The DFEH may reject any or all bids and may waive any immaterial deviation in a bid. The DFEH's waiver of immaterial defect shall in no way modify the RFP document or excuse the bidder from full compliance with all requirements if awarded the contract.
4. No oral agreements or understandings shall in any manner or degree, modify or change the terms of the written proposal or any resulting agreement.
5. Proposals must be submitted in a sealed envelope. An original and four (4) copies of the written proposal must be enclosed. Due to limited storage space, the proposal package should be prepared in the most concise manner possible (i.e., cover page with staple in upper left-hand corner, no fancy bindings). The original proposal should be marked "original copy" and have original signatures on the "Attachment II, Bid/Bidder Certification Sheet." The envelope must be plainly marked with:

Bidder's name
Bidder's address
RFP Title
Bid Proposal Number ____ - _____

"Bid Proposal - Do Not Open"

Failure to submit a proposal under sealed cover and marked as indicated constitutes cause for rejection.

6. A cost proposal shall be completely filled out and signed by the individual who is authorized to bind the bidder contractually. If bidding on more than one region, a

cost proposal must be submitted for each region. Each cost proposal must be sealed in a separate envelope and submitted with the narrative proposal (Attachment 3).

7. The DFEH will pay an hourly rate for mediation services as defined herein including pre and post mediation services. The hourly rate quoted will include all overhead, fringe benefit costs and travel costs. No direct costs for equipment or supplies or other direct costs will be allowed. Profit shall also be included in the rate quoted. None of these costs need to be itemized. All we are interested in is the actual hourly rate (including the above costs) of the contractor.
8. All bids shall include the documents identified in Attachment 1, "Required Attachment Checklist." Bids not including the proper "required attachments" shall be deemed non-responsive. A non-responsive bid is one that does not meet the basic bid requirements.
9. Mail or deliver bids to the following address:

<u>U.S. Postal Service Deliveries</u> Department of Fair Employment And Housing 2014 T Street, Suite 210 Sacramento, CA 95814 Attn: Karen Gilbert	<u>Hand Deliveries (UPS, etc.)</u> Same
--	--
10. **Sealed proposals will be received at the above address until 4:00 p.m., Pacific Standard Time, on Tuesday, April 14, 2003. Proposals and modifications received after this date and time will not be considered.**
11. Bids must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will cause a bid to be rejected.
12. A bidder may bid to provide mediation services for up to three (3) regions which include the Northern Region, Capitol Region, Central Region, Silicon Valley Region, Southern Region, and Southern Border Region that are advertised by DFEH.
13. All documents requiring signature must bear an original signature of a person authorized to bind the bidding firm.
14. An individual who is authorized to bind the bidding firm contractually shall sign the Bid/Bidder Certification Sheet. The signature must indicate the title or position that the individual holds in the firm. **An unsigned bid will be rejected.**
15. A bidder may modify a bid after its submission by withdrawing its original bid and resubmitting a new bid prior to the bid submission deadline. Bidder modifications offered in any other manner, oral or written, will not be considered.

16. DFEH may modify the RFP prior to the date fixed for submission of bids by the issuance of an addendum to all parties who received a bid package.
17. DFEH reserves the right to reject all bids for reasonable cause. If all bids are too high, DFEH is not required to award a contract.
18. Bidders should carefully examine specifications. No additions or increases in the mediation fee will be made due to a lack of careful examination of work sites and specifications.
19. Unless specifically requested, submission of a bid package or any portion thereof via facsimile transmission, electronic, or magnetic media is not allowable. Any proposal material submitted in this manner will not be accepted or considered.
20. All documents submitted in response to this RFP become the property of the DFEH. The written proposal shall remain the property of DFEH as a permanent record.
21. If the proposal is made under a fictitious name or business title, the legal name of bidder must be provided.
22. Bidders must identify themselves by providing the following: a) if a partnership or joint venture, provide the date the partnership or joint venture was entered into, identification number(s) under which the partnership or joint venture is doing business and the address of each partner/member who will be working/involved in the project, and the nature of the partnership (limited or general); b) if a corporation, provide location and date of incorporation; or c) if an individual, provide the identification number under which you are doing business.
23. If a proposal is accepted by DFEH, the bidder agrees to enter into a written contract with DFEH in conformity with the provisions of this RFP on form(s) furnished by DFEH.
24. DFEH reserves the following rights: a) to reject any or all proposals, b) to make an award as DFEH determines to be in the best interest of the DFEH, c) to waive any immaterial or irregularity in proposals, and d) to amend or withdraw this RFP at any time prior to the final bid proposal submission due date.

B-4 Description of Experience

Bidder will provide a comprehensive statement of qualifications and how they support the bidder's overall competency to mediate disputes arising in the state's anti-housing discrimination context. A bidder's capability to provide mediation services in the regions specified shall be evaluated and scored pursuant to Section B-13.

1. Bidder's General Background Information. Bidder shall briefly describe their biographical background, including areas of expertise. Bidder must identify work history, experience and knowledge, and mediation experience. Bidder shall identify education and if they possess a law degree or other professional degrees. Bidder must submit a copy of bidder's resume or curriculum vitae.

2. Bidder's Mediation Training. Bidder shall identify, describe and verify at least sixty (60) hours of formal classroom and practical mediation training in mediation theory, role playing, theories of conflict resolution and dispute settlement, overview of various Alternative Dispute Resolution (ADR) processes/systems, roles of parties in the mediation process and important concepts in mediation. Points will be awarded only for training in which certificates of completion are submitted. Mediation training DOES NOT include experience in the training of others in mediation or other alternative dispute resolution theories. (Attachment 4).
3. Bidder's Experience as a Neutral Mediator. Bidder shall state the number of mediation sessions conducted within the last five (5) years as a neutral mediator and shall identify and describe at least fifteen (15) mediation sessions conducted within the last five (5) years as a neutral mediator involving Federal and State laws pertaining to housing discrimination. (Attachment 5).
4. Bidder's Mediation Practice.
 - a) Bidder shall provide a written description of their understanding and knowledge of the following mediation methodologies: Facilitative, Evaluative, and Transformative. This should include problem identification, conflict management, communication skills, and techniques for achieving agreement or settlement.
 - b) Of the total number of mediation sessions conducted by bidder, please indicate:
 - The number of sessions in which the facilitative model was utilized;
 - The number of sessions requiring more than one 3-4 hour session;
 - The number of sessions resulting in a written settlement of the dispute.
5. Bidder's Availability. Bidder shall provide a written description regarding their ability to be available on short notice.
6. Bidder's Knowledge of Federal and State Housing Laws. Bidder shall identify and describe how they acquired knowledge of the Fair Employment and Housing Act; Ralph Civil Rights Act; Unruh Civil Rights Act; Civil Rights Act of 1968 Title VIII; Fair Housing Amendments Act of 1988.
7. Bidder's Publications and/or Presentations on Mediation or Discrimination. Bidder shall identify and submit publications, articles and presentations authored or developed related to mediation or civil rights/discrimination.
8. Bidder's Professional Memberships. Bidder shall identify professional memberships and positions held (if any) related to mediation services.

B-5 Reference Information

Bidder shall complete Attachment 7, References, identifying three (3) client references for which they have worked as a neutral mediator within the past three (3) years.

B-6 Evaluation Process

1. Phase One.

At the time of bid opening, each bid will be checked for the presence or absence of required information in conformance with the submission requirements of this RFP. If a bid does not meet all requirements, it will be considered non-responsive and rejected from further review. (See Section B-12, Bid Requirements and Attachments Checklist.)

Bids that contain false or misleading statements, or which provide references that do not support an attribute or condition claimed by the bidder, may be rejected. If, in the opinion of the DFEH, such information was intended to mislead the DFEH in its evaluation of the bid, and the attribute, condition, or capability is a requirement of this RFP, it will be the basis for rejection of the bid.

2. Phase Two.

Qualified bids will then be evaluated and scored as prescribed in B-13 Evaluation Criteria. Qualified bidders are those meeting all bid requirements and providing all attachments (see Section B-12, Bid Requirements and Attachments Checklist).

3. Phase Three.

Qualified bidders earning a minimum score of 40 points or more will have their cost proposal publicly opened, read, and recorded. Cost proposals will not be scored.

4. Phase Four.

- a) Following the opening and reading of the cost proposals, cost proposals are adjusted for applicable Small Business and Disabled Veterans Business Enterprise Program (DVBE) preferences.
- b) The final awards are per region to the lowest responsive and responsible bidders, in order of lowest to highest.
- c) The number of awards per region are as follows:

Northern Region	4 awards
Capitol Region	4 awards
Central Region	4 awards
Silicon Valley Region	4 awards
Southern Region	6 awards
Southern Border Region	4 awards

B-7 Contract Award Process

Written or oral proposal evaluation debriefings **will not** be given to unsuccessful bidders. However, all proposals and all evaluation and scoring sheets that are retained as permanent DFEH records shall be made available for public inspection at DFEH headquarters after official contract awards are made.

The bidder is advised that should this RFP result in award of a contract, the contract will not be in force until it is approved and fully executed by the DFEH.

B-8 Protest Procedures

If, prior to the award, any bidder files a protest against the awarding of contracts per region, contracts for that specified region will not be awarded until either the protest has been withdrawn or the Department of General Services has decided the matter.

A protest must be received at the DFEH address stated in the "Notice to Prospective Bidders" prior to award of contract.

Within five (5) days after filing the initial protest, the protesting bidder shall file with the Department of General Services and the DFEH a full and complete written statement specifying the grounds for the protest. The written protest must be sent to the Department of General Services, Office of Legal Services, 707 Third Street, Seventh Floor, West Sacramento, California 95065. A copy of the written protest must be mailed to the Department of Fair Employment and Housing, 2014 T Street, Suite 210, Sacramento, California 95814, Attention: Andrea Rosa. It is suggested that you submit any protest by certified or registered mail.

B-9 Award Process

Upon award of the contract, bidder/contractor must complete and submit to the DFEH the Payee Data Record (STD 204), to determine if the contractor is subject to State income tax withholding pursuant to California Revenue and Taxation Code sections 18662 and 26131. This form can be found on the Internet at www.osp.dgs.ca.gov under the heading FORMS MANAGEMENT CENTER. No payment shall be made unless a completed STD 204 has been returned to the DFEH.

Upon award of the contract, bidder/contractor must sign and submit to the DFEH the Contractor Certification Clauses (CCC-103) (attached). It also can be found on the Internet at www.dgs.ca.gov/contracts. This document is only required if the bidder has not submitted this form to the DFEH within the last three (3) years.

The successful bidder shall sign the contracts and return them within five (5) working days after receipt of the contracts. Failure to sign contracts within the prescribed time as specified shall be cause for rejection of the contract, and the contract will be awarded to the next lowest responsible bidder. The DFEH reserves the right to reject any and all proposals.

B-10 Disposition of Bids

Upon bid opening, all documents submitted in response to this RFP will become the property of the DFEH, and will be regarded as public records under the California Public Records Act (Gov. Code § 6250 et seq.). However, the contents of all proposals, draft bids, correspondence, agenda, memoranda, working papers, or any other medium which discloses any aspect of a bidder's proposal, shall be held in the strictest confidence until the award is made. The content of all working papers and discussions relating to a bid shall be held confidential indefinitely unless the public's interest is best served by disclosure because of its direct pertinence to a decision, agreement, or evaluation of a bid. Any disclosure of this subject by the bidder prior to the award is a basis for rejecting a bid and ruling the bidder ineligible to further participate in the bidding process.

Bid packages may be returned only at the bidder's expense.

B-11 Preference Program

Contract language for preference programs are at the Internet web sites listed below:

Small Business Enterprise (SBE) – www.osmb.dgs.ca.gov/program.htm

Disabled Veterans Business Enterprise Program (DVBE) –
www.osmb.dgs.ca.gov/dvbepp/program.htm

B-12 Bid Requirements

Bidder's proposal will conform to the requirements stated herein with respect to the method of delivery, time of delivery, number of copies, and documents to be returned. The bidder must provide the requested information in written response, unless otherwise indicated. DFEH will utilize the following checklist in reviewing a bidder's compliance with the proposal requirements. **Please return SECTION B-12, BID REQUIREMENTS AND ATTACHMENTS CHECKLIST.** Information should be organized in the requested order, as follows.

BID REQUIREMENTS AND ATTACHMENTS CHECKLIST

	Yes	No
Sealed bids shall be completed and received by April 14, 2003, no later than 4:00 p.m., Pacific Standard Time.		
The bid envelope shall be submitted in a sealed package and plainly marked with the RFP number and title, bidder name and address, and shall be marked with "DO NOT OPEN", as shown in the following example: Bidder's name Bidder's address Bid Proposal Number ____ - ____ Mediators for DFEH Housing Mediation Program - - DO NOT OPEN - - Department of Fair Employment and Housing 2014 T Street, Suite 210 Sacramento, CA 95814		
The original proposal shall be marked "ORIGINAL COPY". All documents contained in the original proposal package shall have original signatures and shall be signed by a person who is authorized to bind the bidder. All additional proposal sets may contain photocopies of the original package.		
Four (4) full copies must be included with the bid.		
Mail or deliver proposals to the following address: Karen Gilbert Department of Fair Employment and Housing 2014 T Street, Suite 210 Sacramento, CA 95814		
All bids shall include the documents identified in Attachment 1, Bid Requirements and Attachments Checklist . Bids not including the proper "required attachments" shall be deemed non-responsive. A non-responsive bid is one that does not meet the basic bid requirements. A non-responsive bid will not be evaluated and scored.		

	Yes	No
Attachment 2, Bid/Bidder Certification Sheet shall be included with original signature by an individual who is authorized to bind the bidder contractually. If the proposal is made under a fictitious name or business title, the actual legal name of bidder must be provided. The signature must indicate the title or position that the individual holds in the firm. An unsigned proposal may be rejected.		
Attachment 3, Cost Proposal shall be completely filled out and signed by the individual who is authorized to bind the bidder contractually. If bidding on more than one region, a Cost Proposal must be submitted for each region. Each Cost Proposal must be sealed in a separate envelope and shall be marked as follows: Bidder's name Bidder's address Bid Proposal Number ____ - ____ Mediators for DFEH Housing Mediation Program <p style="text-align: center;">- - DO NOT OPEN - -</p> <p style="text-align: center;">COST PROPOSAL _____ REGION</p>		
Attachment 4, Training Completed. List and provide written certification of all training completed (course provider, course content, date and number of hours).		
Attachment 5, Mediations Conducted. Identify total number of mediations conducted and number of which were in the housing discrimination context.		
Attachment 6, Description of Experience Narrative. Bidder is to include all items noted in Section B-4, except items 2 and 3.		
Attachment 7, References. List three references of similar types of services performed in the last five years.		
Attachment 8, Geographical Survey. Bidder shall identify the regions they shall be relied upon to provide services.		
Attachment 10, Contractor Certification Clauses (CCC-103) shall be included with original signature by an individual who is authorized to bind the bidder contractually. The Contractor Certification Clauses may be found on the Internet at www.dgs.ca.gov/contracts .		
Attachment 11, Payee Data Record (Std 204) at www.osp.dgs.ca.gov , Standard Forms: Automated Standard eForms or Fill & Print Standard eForms.		

B-13 Evaluation Criteria

DFEH will utilize the following sheet when scoring the bids.

		Maximum Points	Score
1.	GENERAL BACKGROUND	4 Points	
	Law degree or other professional degree in the behavioral or social sciences	4	
2.	MEDIATION TRAINING	10 Points	
	Number of mediation training hours 60 - 200 hours 5 points 201-300 hours 6 points 301-400 hours 7 points 401-500 hours 8 points 501-600 hours 9 points Over 600 hours 10 points	10	
3.	EXPERIENCE AS A NEUTRAL MEDIATOR	10 Points	
	Number of mediation sessions 15-50 mediation sessions 2 points 51-150 mediation sessions 3 points 151+ mediation sessions 5 points	5	
	Number of mediation sessions involving housing discrimination issues 0-14 mediation sessions 0 points 15 mediation sessions 2 points 16-50 mediation sessions 3 points 51+ mediation sessions 5 points	5	
4.	MEDIATOR'S MEDIATION PRACTICE	21 Points	
	Knowledge of mediation methodologies	6	
	Mediation sessions resulting in written settlements 25% - 49% 2 points 50% - 64% 3 points 65% or more 5 points	5	

SECTION C

STANDARD CONDITIONS

All bidders must adhere to the instructions as indicated. All proposals should be sent to the address shown in “**Notice to Prospective Bidders.**”

C-1 Proposal Modification

After submitting a proposal, it may be modified or withdrawn as follows:

1. The bidder may modify the proposal by notifying the DFEH of its intent and submitting the modifications prior to the final submittal deadline.
2. The withdrawal of a proposal prior to the submitted deadline requires written notification, which must be signed by an agent authorized in accordance with **Section C-2, Authorized Signatures.**

The DFEH may reject any or all proposals and may waive any immaterial deviation in a proposal. The DFEH's waiver of immaterial defect shall in no way modify the proposal or excuse the bidder from full compliance with the objectives if awarded the contract.

The DFEH reserves the right to amend the RFP by addendum prior to the final date of proposal submission.

C-2 Authorized Signatures

This proposal shall be signed by an individual who is authorized to bind the bidding firm contractually. The signature must indicate the title or position that the individual holds in the firm. **An unsigned bid shall be rejected.**

C-3 Disqualification of Proposals

More than one proposal from an individual, a firm or partnership, a corporation or an association under the same or different names will not be considered. Reasonable grounds for believing that any bidder is interested in more than one proposal for the work contemplated will cause the rejection of all proposals in which such bidder is interested. If there is reason for believing that collusion exists among the bidders, none of the participants in such collusion will be considered in this or future proposals.

C-4 Confidentiality of Proposals

Bids are public upon bid opening; however, the contents of all proposals, draft bids, correspondence, agenda, memoranda, working papers, or any other medium which discloses any aspect of a bidder's proposal shall be held in the strictest confidence until “Letter of Intent” is posted. The content of all working papers and discussions relating to the bidder's proposal shall be held confidential indefinitely unless the public interest is best served by an items disclosure because of its direct pertinence to a decision, agreement, or the evaluation of the bid.

Upon bid opening all proposals will be regarded as public records under the California Public Records Act (Gov. Code, § 6250 et seq.) and will be subject to review by the public. The State cannot prevent the disclosure of public documents.

Bidders are cautioned not to rely on the DFEH during the evaluation to discover and report to the bidder all defects and errors in the submitted documents. Bidders, before submitting their documents, should carefully proof them for errors and adherence to the proposal requirements.

C-5 Contract Acceptance

Contractor is required to sign and return the contract (see attached sample agreement) within five (5) working days after receipt of the agreement for Contractor's signature. If the contract is not returned as stated, it shall be just cause for the annulment of the award.

C-6 Costs

Costs incurred in developing the proposal or in anticipation of award or prior to full and final execution of agreement are entirely the responsibility of the bidder and shall not be chargeable to the DFEH.

C-7 Award of Contract

The DFEH reserves the right to reject any and all proposals. The award of the contract, if awarded, will be to the bidder whose proposal complies with all requirements prescribed and best meets the DFEH's needs as determined by the DFEH.

If no proposals are received containing bids offering a price, which in the opinion of the DFEH is in the best interest of the DFEH, the DFEH is not required to award a contract.

We reserve the right to make multiple awards in each region.

C-8 Budget Cap

The total amount to be paid for mediation services performed over the term of this contract shall not exceed \$49,999.

**SECTION D
ATTACHMENT 1**

REQUIRED ATTACHMENT CHECKLIST

A complete bid or bid package will consist of the items identified below:

Complete this checklist to confirm the items in your bid. Place a check mark or "X" next to each item that you are submitting to the DFEH. For your bid to be responsive, all required attachments must be returned.

This checklist must be returned with your bid package.

<u>Attachment</u>	<u>Attachment Name/Description</u>
<hr/>	Attachment 1, Required Attachment Checklist
<hr/>	Section B-12, Bid Requirements and Attachments Checklist
<hr/>	Attachment 2, Bid/Bidder Certification Sheet
<hr/>	Attachment 3, Cost Proposal (A Cost Proposal must be submitted for each region. Each Cost Proposal must be sealed in a separate envelope.)
<hr/>	Attachment 4, List all training completed (course provider, course content, date and number of hours)
<hr/>	Attachment 5, Identify total number of mediations conducted and number of which were in the housing context
<hr/>	Attachment 6, Narrative of experience
<hr/>	Attachment 7, References
<hr/>	Attachment 8, Geographical Survey
<hr/>	Attachment 10, Contractor Certification Clauses (CCC-103). The CCC-103 can be found on the Internet at www.dgs.ca.gov/contracts , signed and submitted prior to the award of the contract, but it is not required if the bidder has submitted this form to the DFEH within the last three (3) years.
<hr/>	Attachment 11, Payee Data Record (STD 204) at www.osp.dgs.ca.gov under the heading Standard Forms: Automated Standard eForms or Fill & Print Standard eForms.

**SECTION D
ATTACHMENT 2**

BID/BIDDER CERTIFICATION SHEET

This sheet must be signed and returned along with all the “REQUIRED ATTACHMENTS” as an entire package with original signatures.

>>>AN UNSIGNED CERTIFICATION WILL BE CAUSE FOR REJECTION<<<

**All required attachments are included with this certification sheet.
The signature affixed hereon and dated certifies compliance with all the requirements of this bid document. The signature below authorizes the verification of this certification.**

An Unsigned Bid/Bidder Certification Sheet May Be Cause For Rejection

1. Company Name	2. Telephone Number ()	2a. E-mail Address	2b. Fax Number ()
3. Address			
Indicate your organization type			
4. <input type="checkbox"/> Sole Proprietorship		5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> Corporation
Indicate the applicable employee and/or corporation number			
7. Federal Employee ID No. (FEIN)		8. California Corporation No.	
9. Indicate applicable license and/or certification			
9. Contractor's State License Board Number		10. PUC License Number CAL-T-	11. License or Certification
12. Bidder's Name (Print)		13. Title	
14. Signature		15. Date	
16. Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSBCR) as:			
a. Small Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, enter certification number: _____		b. Disabled Veteran Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, enter your service code below: _____	
NOTE: A copy of your Certification is required to be included if either of the above items has been checked.			

(SEE ATTACHED EXPLANATIONS ON BIDDER CERTIFICATION SHEET)

EXPLANATION OF ITEMS ON BIDDER CERTIFICATION SHEET

- A. This bid shall be completed and submitted in accordance with the bid requirements.
- B. The bidder is responsible for reading, understanding and completing any or all of the attachments that follow behind the "Certification Sheet".

(1) , (2), and (3) must be completed and are self-explanatory.

- (4) Must be completed if you are a sole proprietorship.

A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.

- (5) Must be completed if you are a partnership or joint venture.

A partnership is a voluntary contract between two or more competent persons to place their money, effects, labor, and skill or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.

- (6) Must be completed if you are a corporation.

A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.

- (7) To be used for company identification and verification of tax compliance.

- (8) To be used for checking if corporation is in good standing with the State of California.

- (9) To be used for verification of Contractor's license for public works contracts.

- (10) To be used for verification of PUC license for moving services contracts.

- (11) Complete, if applicable, by indicating the type of license and/or certification for services described.

(12) , (13), (14), and (15) must be completed and are self-explanatory.

- (16) See definitions of a Small Business Enterprise.

DEFINITIONS

SMALL BUSINESS ENTERPRISE

The following is the definition of “Small Business.” Any business that does not meet the requirements will be considered non-small.

“Small Business” as used with regard to an agreement for the purchase, lease or rental (with option to purchase) of goods means:

- (1) A business concern which has requested the status of Small Business and has been approved as such by the Office of Small Business Certification and Resources.
- (2) Is not, together with any affiliate(s) dominant in its field of operation.
- (3) Is independently owned and operated, with the principal place of business located in California and the officers in the case of a corporation, or owners in all other cases, of such business domiciled in California.
- (4) A non-manufacturer shall qualify as a Small Business if it is classified by the Office of Small Business Certification and Resources in one of the industry groups and its annual receipts (including the receipts of all affiliates) in the aggregate, for the proceeding three years, do not exceed the maximum receipts specified for the applicable industry group. Refer to California Code of Regulations, Title 2, Subchapter 8, Article 1, Section 1896 (m,1-4).

HOW THE FIVE PERCENT PREFERENCE WORKS

To help small businesses be more competitive, those verified as Small Business are granted a preference in an amount equal to five percent (5%) of the highest responsible bid if the high bid has been submitted by a bidder who is not verified as a small business.

If your firm wishes to claim SMALL BUSINESS PREFERENCE, it MUST be certified with the Office of Small Business Certification and Resources (OSBCR). Applications for small business certification must be submitted to OSBCR, 1531 I Street, 2nd Floor, Sacramento, California 95814, and must be on file in that office not later than 5:00 p.m. on the closing date for receipt of bids for this project.

Small Business Preference: Preference will be granted to bidders properly approved as a **“Small Business”** in accordance with Title 2, California Code of Regulations, Section 1896, et seq. The rules and regulations of this law, and applications for preference, should be obtained from Office of Small Business Certification and Resources (OSBCR) 1531 “I” Street, Second Floor, Sacramento, CA 95814-2016, telephone number (916) 322-5060. Completed applications should be returned to OSBCR and must be on file in that office no later than 5:00 p.m. on the closing date for receipt of bids for this project.

The OSBCR small business certification approval letter or a copy of the pending certification request form must be submitted with the bid forms, failure to meet this requirement will result in the disallowance of your small business preference.

SECTION D
ATTACHMENT 3

COST PROPOSAL

California Department of Fair Employment and Housing

PROPOSER'S FACE SHEET AND BID FORM

MEDIATION SERVICE AREA

REGION: _____.

*** (If you are submitting a proposal for more than one region, submit separate FACE SHEETS and COST PROPOSALS for each region. Each Cost Proposal must be sealed in a separate envelope.)**

NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

FAX: _____

E-MAIL: _____

Rate of \$_____ per hour per mediation conducted in this region.

Authorized Signature: _____ **Date:** _____

**SECTION D
ATTACHMENT 4**

TRAINING COMPLETED

Provider	Content	Date	Hours	Certificate Attached

Use second page (sheet) if needed.

_____ Total Hours

ATTACHMENT 5

MEDIATIONS CONDUCTED

Identify total number of mediation sessions conducted as a neutral mediator.

Identify and describe the number of mediation sessions conducted as a neutral mediator within the last five (5) years.

Identify number of mediations involving housing discrimination. Describe in general terms some of the issues involved in those mediations.

**SECTION D
ATTACHMENT 6**

DESCRIPTION OF EXPERIENCE NARRATIVE

Use as many pages/sheets as needed

**SECTION D
ATTACHMENT 7**

REFERENCES

Submission of this attachment is mandatory. Failure to complete and return this attachment with your proposal will cause your proposal to be rejected and deemed non-responsive.

List below three references of similar types of services performed within the last five years. If three references cannot be provided, please explain why on an attached sheet of paper.

REFERENCE 1			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person	Telephone Number		
Dates of Service			
Brief Description of Service Provided			

REFERENCE 2			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person	Telephone Number		
Dates of Service			
Brief Description of Service Provided			

REFERENCE 3

Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service			

Brief Description of Service Provided

**SECTION D
ATTACHMENT 8**

GEOGRAPHICAL SURVEY

BIDDER: _____

DATE _____

YES **NO**

☐ ☐ **Northern Region**
Alameda, Contra Costa,
Del Norte, Humboldt, Lake,
Marin, Mendocino, Napa,
San Francisco, San Joaquin,
San Mateo, Solano Counties

☐ ☐ **Capitol Region**
Alpine, Amador, Butte,
Calaveras, Colusa,
El Dorado, Glenn, Lassen,
Modoc, Nevada, Placer,
Sacramento, Shasta, Sierra,
Siskiyou, Sutter, Tehama,
Trinity, Tuolumne, Yolo,
Yuba Counties

☐ ☐ **Central Region**
Fresno, Inyo, Kern, Kings,
Madera, Mariposa, Merced,
Mono, Stanislaus, Tulare
Counties

YES **NO**

☐ ☐ **Silicon Valley Region**
Monterey, San Benito,
Santa Clara, Santa Cruz
Counties

☐ ☐ **Southern Region**
Los Angeles, Orange,
San Luis Obispo, Riverside,
San Bernardino,
Santa Barbara, Ventura
Counties

☐ ☐ **Southern Border Region**
San Diego, Imperial Counties

Signature

Date

SECTION D ATTACHMENT 9

STANDARD AGREEMENT

STD. 213 (NEW 02/98)

AGREEMENT NUMBER

00-01

1. This Agreement is entered into between the State Agency and the Contractor named below

STATE AGENCY'S NAME

Department of Fair Employment & Housing

CONTRACTOR'S NAME

2. The term of this Agreement is:

3. The maximum amount of this Agreement is:

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:

Exhibit A – Background/Scope of Work	Page(s)
Exhibit B – Budget Detail and Payment Provision	Page(s)
Exhibit C – General Terms and Conditions*	Page(s)
Exhibit D – Special Terms and Conditions	Page(s)
Exhibit E – Additional Provisions	Page(s)

*View at www.ols.dgs.ca.gov/standard+language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME <i>(If other than an individual, state whether a corporation, partnership, etc.)</i>		
BY <i>(Authorized Signature)</i> 	DATE SIGNED)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
STATE OF CALIFORNIA		
AGENCY NAME Department of Fair Employment & Housing		
BY <i>(Authorized Signature)</i> 	DATE SIGNED	<input type="checkbox"/> Exempt per _____
PRINTED NAME AND TITLE OF PERSON SIGNING Andrea Rosa, Deputy Director, Legislation and Policy Development		
ADDRESS 2014 T Street, Suite 210, Sacramento, CA 95814		

EXHIBIT A

BACKGROUND

Housing discrimination is illegal in California. Persons renting, leasing or buying homes are protected against discrimination because of their race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, source of income, mental or physical disability, medical condition, age, or familial status. Discrimination for other arbitrary reasons such as political affiliation is also prohibited.

Housing discrimination can take many forms:

- Advertising which excludes renters or buyers because of their race, religion or because they have children
- Sexual harassment of tenants
- Different rules for children using common areas, such as pools
- Steering homeseekers to certain areas based on their race, religion or other protected characteristic
- Refusal to rent or sell based on buyer's race, religion or national origin
- Different rent or mortgage interest rates based on applicant's race, gender or other protected category
- Refusal to rent to a person who uses a wheelchair because it would be "inconvenient"
- Repairs made for tenants of one race or nationality, but not for others
- Zoning or other acts which prevent the development of housing because people with special needs would live there

The California Department of Fair Employment and Housing (DFEH) is statutorily mandated to enforce the State's anti-discrimination laws—the Fair Employment and Housing Act (FEHA), the Unruh Civil Rights Act and the Ralph Civil Rights Act (Gov. Code, § 12990, et seq., Civ. Code, §§ 51 and 51.7).

The DFEH mission is to “protect the people of California from unlawful discrimination in employment, housing and public accommodations, and from the perpetration of acts of hate violence.” This is accomplished by receiving, investigating, conciliating and litigating discrimination complaints. It is also achieved by educating employers, business establishments, and housing providers about their responsibilities under the law.

In May of 2001, the Department successfully implemented a Pilot Mediation Program for employment-related discrimination cases using professional mediators under contract with the Department. Based on the success of that mediation program, DFEH has received funding from the U.S. Department of Housing and Urban Development (HUD) to implement a similar Housing Mediation Program. This HUD funding is limited to the 2003 federal fiscal year. The federal fiscal year ends September 30, 2003. The new Housing Mediation Program brings to the housing unit the ability to resolve complaints to the satisfaction of both parties without a lengthy investigation.

SCOPE OF WORK

Mediators will attempt to resolve housing disputes filed with DFEH. The Housing Mediation Program Provider (HMPP) will be required to perform the following tasks:

Convening. Upon receipt of a complaint, the HMPP is required to contact the complainant and respondent and/or their representatives to provide an overview of the Housing Mediation Program, explain the benefits of mediation and solicit the parties' participation in the Housing Mediation Program.

Pre-Mediation (case development). Upon obtaining the parties' agreement to participate, the HMPP is required to contact all prospective participants, including parties and representatives, to determine such matters as scope of mediation, whether all necessary parties have been identified, and to answer any question of parties.

Mediation Set-Up. In coordination with the DFEH Mediation Administrator, the HMPP will ensure that a date and time are established and arrangements are made for the mediation site. The HMPP shall assume all mediator travel costs. There shall be no separate reimbursement of travel costs.

Mediation. HMPP will act as mediator in mediations that vary in types of issues. Mediations may be between two or more parties. Mediations may involve disputes between tenants and housing providers, cities, which have generally arisen in the context of a discrimination complaint. The mediator shall comply with the Model Standards of Conduct for Mediators as adopted by the Society of Professionals in Dispute Resolution, the American Arbitration Association and certain sections of the American Bar Association.

Mediation Sessions. The HMPP will attempt to conduct the mediation session within a four-hour time frame. Mediations may consist of multiple sessions. Under certain circumstances, additional hours for extended sessions may be granted upon approval by the Mediation Administrator.

The mediation is to be conducted based on the facilitative model. The parties are to design a desired resolution of the case with the HMPP providing the environment and structure to bring the parties to resolution. The HMPP shall assist the parties in articulating their views, identify areas of agreement, and help to develop solutions to the issues before the HMPP. The HMPP will utilize impasse-breaking techniques to facilitate a settlement by the parties.

Interpreter Services. In the event the mediator believes an interpreter is necessary to facilitate the mediation, the HMPP will make such a request through the Mediation Administrator.

Reasonable Accommodation Requests. In the event reasonable accommodation is requested by a party, the HMPP will accommodate the request.

Location/Caseloads: It has been determined that there is a need for mediators in six regions of California: Northern, Capitol, Central, Silicon Valley, Southern, and Southern Border. DFEH will award contracts to mediators to provide services in these areas.

Availability. The HMPP must be able to commence case development within 48 hours of a receipt of a discrimination complaint referred by the DFEH Mediation Administrator and be able to participate in a mediation within 21 days of that referral.

Mediation Timelines. Due to statutory timelines, the HMPP will have 30 business days to complete each assigned mediations.

Written Settlement Agreement. When a full or partial agreement is reached on the issues, the HMPP will assist the parties in developing a written settlement agreement and obtain the necessary signatures on the document. The HMPP will provide a laptop computer and portable printer for this purpose to be used at the mediation. The HMPP will provide copies of the settlement agreement to the parties. The HMPP will submit the original settlement agreement to DFEH within five (5) days of the settlement. Information concerning the mediation shall be confidential. The mediator shall notify the parties of the mediation that the content of the mediation shall not be disclosed.

Orientation. HMPP will participate in the DFEH orientation that will include a refresher course on federal and state fair housing laws, DFEH policies and procedures, standard of conduct for mediators, and preparation of settlement agreements.

Mediation Follow-up. The HMPP shall complete a case status sheet at the conclusion of the mediation. This status sheet shall include the results of the mediation in general terms so as not to violate confidentiality. The completed status sheet shall be provided to DFEH within five (5) days after the mediation has concluded. The status sheet is to be provided whether the mediation results in a settlement or impasse.

Evaluation. Parties to the mediation will be requested to evaluate the effectiveness of the mediation process. The mediator will be required to provide a copy of a DFEH-developed evaluation form and an envelope to the parties. The parties will be requested to complete the evaluation at the conclusion of the mediation session(s), place it in the envelope provided and seal the envelope. The mediator is required to forward the sealed envelope to DFEH along with all other required forms. All data collected are the property of DFEH.

State Support. The DFEH must ensure that mediations are conducted in accordance with State law governing mediation. The DFEH will:

- Assist in scheduling and notifying parties involved with the mediation.
- Provide technical guidance in the interpretation of the FEHA, Unruh Civil Rights Act, and Ralph Civil Rights Act.

Confidentiality. Contracting HMPP will be expected to abide by the laws governing confidentiality of mediation services pursuant to the applicable provisions of the Evidence Code. All communications, records, and data generated are the exclusive property of DFEH. Contracting HMPP will release no confidential information to third parties except when consistent with the Evidence Code of the State of California.

The director and manager of the Housing Mediation Program during the term of this contract will be:

Department of Fair Employment & Housing

Andrea Rosa, Deputy Director
Legislation and Policy Development
Department of Fair Employment and Housing
2014 "T" Street, Suite 210
Sacramento, California 95814
Phone (916) 227-2873
Fax (916) 227-2870

Direct all contract inquiries to:

Department of Fair Employment & Housing
Barbara Jones, Contract Administrator
Department of Fair Employment and Housing
2014 "T" Street, Suite 210
Sacramento, California 95814
Phone (916) 227-2866
Fax (916) 227-2872

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

Invoices. The Contractor agrees to submit an itemized invoice, in duplicate, to DFEH, for payment of services rendered. Invoices should be sent to:

Northern Region, Capitol Region, Central Region, Silicon Valley Region

Department of Fair Employment and Housing
Ron Whiten, Administrator
2200 Powell Street, 10th Floor
Emeryville, California 94608

Southern Region and Southern Border Region

Department of Fair Employment and Housing
Nora Baltierrez, Administrator
611 West 6th Street, Suite 2120
Los Angeles, California 90017

Invoices not on pre-printed billheads shall be signed by the contractor furnishing the service and invoices shall include the DFEH contract number.

Early Termination. In case of early termination, a final payment will be made to the Contractor upon receipt of a report covering costs incurred to the date of termination, based on the portion of work completed.

Cancellation of Contract. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Contract does not appropriate sufficient funds for the program, this Contract shall be of not further force and effect. In this event, the DFEH shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Contract and Contractor shall not be obligated to perform any provisions of this Contract.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the DFEH shall have the option to either: cancel this Contract with no liability occurring to the DFEH, or offer an Contract amendment to the Contractor to reflect the reduced amount.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

The General Terms and Conditions are not included in the contract by reference to Internet site www.ols.dgs.ca.gov/standard+language.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

Excise Tax. The State of California is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on employees' wages. The DFEH will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this contract. California may pay any applicable sales or use tax imposed by another state.

Settlement of Disputes. In the event of a dispute, Contractor shall file a "Notice of Dispute" with DFEH within ten (10) days of discovery of the problem. Within ten (10) days the (DIRECTOR OR DESIGNEE) shall meet with the Contractor and Project Manager for purposes of resolving the dispute. The decision of the (DIRECTOR OR DESIGNEE) shall be final. However, the parties are not precluded from exercising their rights under law.

In the event of a dispute, the language contained within this Contract shall prevail over any other language including that of the bid proposal.

Evaluation of Contractor. Performance of the Contractor under this Contract will be evaluated. The evaluation shall be prepared on Contract/Contractor Evaluation Sheet, STD 4, and maintained in the Contract file for consultant agreements, a copy of the evaluation will be sent to the Department of General Services, Office of Legal Services, if it is negative and over \$5,000.00.

Potential Subcontractors. Nothing contained in this Contract or otherwise shall create any contractual relation between the DFEH and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the DFEH for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the DFEH's obligation to make payments to the Contractor. As a result, the DFEH shall have no obligation to pay or to see the payment of any moneys to any subcontractor.

EXHIBIT E

ADDITIONAL PROVISIONS

Contractor's Responsibility for Work. Until the formal acceptance of the work by the DFEH, the Contractor shall have the charge and care thereof, and shall bear the responsibility for risk of injury or damage to any part of the work, whether arising from the execution or from the non-execution of the work. The Contractor shall repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before its completion and acceptance, and shall bear the expense thereof.

General. Neither party hereto shall be considered in default in the performance of its obligation hereunder to the extent that the performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party.

As an essential condition of this Contract, close liaison and coordination will be maintained between the DFEH's staff and the Contractor's staff in order to assure that the DFEH is fully informed concerning the work being accomplished.

Release of Information by Contractor. No reports, information, discoveries or data obtained, assembled, developed, or obtained by the Contractor pursuant to the Contract shall be released, made available to any person, or used in any manner by the Contractor in other activities without prior written approval of the DFEH.

Contract Performance. All performance under the Contract shall be completed on or before the termination date of the Contract.

Renewal Option. The DFEH shall have the option of renewing this Contract for two (2) consecutive years. If the DFEH exercises the option for the first additional year, the Contract shall include an option provision for the second additional year. However, the total duration of this Contract, including the exercise of any option(s) under this clause, shall not exceed three (3) years.

The same terms and conditions will apply each year as specified herein.

Early Termination. In case of early termination, the Contractor shall submit a final invoice of all collections received, remit all moneys due and submit to the DFEH an automated remittance tape within thirty (30) days of Contract termination.

SECTION D
ATTACHMENT 10
CCC-103
CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE**: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS**: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

4. UNION ORGANIZING: Contractor hereby certifies that no request for reimbursement, or payment under this agreement, will seek reimbursement for costs incurred to assist, promote or deter union organizing.

5. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (PCC 10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (PCC 10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water

Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other government entity.